**TERMS AND CONDITIONS AGREEMENT**

**This Agreement is made on this \_\_\_ day of \_\_\_\_\_\_, 20,**

**BETWEEN:**

**A.K. Infradream Limited**  
(CIN: U70109UP2018PLC106174)  
Registered Office: Bada Chaka, Naini, Prayagraj, Uttar Pradesh – 211008  
Represented by: **Himanshu Kumar Kushwaha** (Director)  
(Hereinafter referred to as the **"Client"**)

**AND**

**N.V. Websoft Services Private Limited**  
(CIN: U72501UP2017PTC091802)  
Registered Office: 55B, Lowther Road, George Town, Allahabad, Uttar Pradesh – 211002  
Represented by: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** (Designation: \_\_\_\_\_\_\_\_\_\_\_)  
(Hereinafter referred to as the **"Service Provider"**)

**Collectively referred to as the "Parties."**

**1. Scope of Work**

The Service Provider (N.V. Websoft) shall:

* Develop **mobile applications, web applications, software, and websites** as per Client requirements.
* Provide **UI/UX design, coding, testing, deployment, and maintenance** (if agreed).
* Deliver all source code, documentation, and project files upon completion.

**2. Payment Terms**

* The Client shall pay **₹\_\_\_\_\_\_ (or agreed amount)** as per the payment schedule:
* **Advance:** \_\_\_% before work begins.
* **Milestone Payments:** \_\_\_% upon completion of key phases.
* **Final Payment:** \_\_\_% after final delivery & approval.
* Late payments will attract **1.5% monthly interest**.

**3. Intellectual Property (IP) Rights**

* All **source code, designs, and deliverables** will be the **Client’s exclusive property** after full payment.
* The Service Provider retains no rights unless otherwise agreed in writing.

**4. Confidentiality**

* Both Parties shall keep all **business, technical, and project-related information** confidential.
* A separate **Non-Disclosure Agreement (NDA)** may apply.

**5. Project Timeline & Revisions**

* Estimated delivery time: **\_\_\_ weeks/months** (subject to Client feedback delays).
* **Two (2) free revisions** allowed; additional changes may incur extra charges.

**6. Termination Clause**

* Either Party may terminate with **30 days’ written notice**.
* If terminated mid-project, the Client pays for work done + any costs incurred.

**7. Limitation of Liability**

* The Service Provider is **not liable** for:
* Third-party integrations failing.
* Data loss due to Client’s negligence.
* Delays caused by unclear requirements.

**8. Governing Law & Dispute Resolution**

* This Agreement shall be governed by **Indian laws**.
* Any disputes shall be resolved in **Prayagraj/Allahabad courts**.

**9. Miscellaneous**

* **Force Majeure:** Neither Party is liable for delays due to unforeseen events (e.g., natural disasters).
* **Amendments:** Changes require **written consent** from both Parties.
* **Entire Agreement:** This document supersedes all prior discussions.

**IN WITNESS WHEREOF,** the Parties have signed this Agreement:

**For A.K. Infradream Limited**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: **Himanshu Kumar Kushwaha**  
Designation: **Director**  
Date: \_\_\_\_\_\_\_\_

**For N.V. Websoft Services Private Limited**  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Name: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  
Designation: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**  
Date: \_\_\_\_\_\_\_\_

**Employee Rules for N.V. Websoft Pvt Ltd (Strict Policy)**

1. **Project Completion Requirement**

* Employees working on any project must stay until project completion
* No resignations allowed during active project work

1. **Legal Action for Early Leaving**

* If employee leaves project before completion:
  + Full salary for notice period will be deducted
  + Experience certificate will be withheld
  + Legal case will be filed for breach of contract

1. **Strict Code Confidentiality**

* Sharing project code with outsiders is strictly prohibited
* If code leakage is found:
  + Immediate termination without notice
  + Police complaint will be filed
  + Employee will face legal consequences

1. **Post-Project Support**

* Must provide support for 1 year after project delivery
* Must respond within 24 hours for critical issues

1. **Non-Compete Clause**

* Cannot join competitor for 2 years after leaving
* Cannot work with same clients directly for 10 years

**Employee Agreement:**

"I understand that:

* I cannot leave any project before completion
* Any code sharing will lead to police case against me
* I must provide support even after project ends

Employee Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Warning:** Violation of these rules will result in strict legal action including FIR and financial penalties. All disputes will be handled in Prayagraj court.

### ****Simple Explanation:****

* **You must finish your work before quitting.**
* **If you leave suddenly, you may lose money.**
* **Even after the project, you may need to help sometimes.**
* **Don’t share company secrets or join a rival company immediately.**

**Note:** This is a strict policy to protect the company. If you have any problems, talk to HR first.